1941

Examined

File No. T. D. Belgaum (Mahila Vidyalaya)/41

Legal **DEPARTMENT**

E. **BRANCH**

Subject

Building Grant

Mahila Vidyalaya, Belgaum.

File No. T. D. Belgaum (Mahila Vidyalaya)/41

Std Sectt. Slip 24-B

496-E

CONTENTS.

Legal Department File No.T.D.Belgaum (Mahila Vidyalaya)/41.

Sr. No.	Compilation No.	Subject.	Pages.
	T.D.Belgaum (Mahila Vidyalaya)/41.	Building Grant Mahila Vidyalaya Belgaum.	
1.	R.I.No.2530, dt.4-12-41	Letter from the Director of Public Instruction, Poona 'Re: Building grant Mahila Vidyalaya, Belgaum.	1-23.

No. S-42(c)-171-C.

Poona, 3rd December, 1941.

From

The Director of Public Instruction,
Poona.

To

The Solicitor to Government,
Legal Department,
Secretariat, Fort, Bombay.

Subject:- Building grant.

Mahila Vidyalaya, Belgaum.

Sir,

I have the honour to say that an amount of Rs.16,862/- has been paid to the Mahila Vidyalaya, Belgaum, in connection with the acquisition of a plot at Belgaum and the construction of a school building to accommodate the Mahila Vidyalaya, Belgaum. It is necessary to take steps for the execution of a Trust Deed from the Management in accordance with Rules 87 and 88 of the Grant-in-aid Code (copy enclosed). The Management have accordingly furnished this office with a copy of the Trust Deed (enclosed herewith). I request that you will be good enough to let me know whether the draft Trust Deed furnished by the Management is in order. If not, I request that you will be so good as to return it to this office with the necessary modifications and amendments wherever necessary.

+ To be returned please.

THE SOLICITOR
III LEGAL DEPARTMENT
File No.
Sub No. 2530
Branch 4/12
BOMBAY

I have the honour to be,
Sir,
Your most obedient servant,

for Director of Public Instruction.

BSD 1212

No. 10603

Legal Department.

Bombay Castle, 9th December 1941.

From

C. C. Shah, Esquire, M.A.,LL.B.

Solicitor to the Government of Bombay;

To

The Director of Public Instruction,

Poona.

Subject:- Building grant.

Mahila Vidyalaya, Belgaum.

Sir,

With reference to your letter No.S-42(c)-171-C, dated the 3rd December 1941, on the subject noted above, I have the honour to observe as under:-

2. It is stated that the land has been acquired by the Mahila Vidyalaya, Belgaum, for the purpose of a school. If so, it is presumed that the Government acquired the said land under the Land Acquisition Act, 1894, at the request of the Mahila Vidyalaya; that the Vidyalaya executed an agreement under section 41 of the said Act; that the Vidyalaya paid the costs of the acquisition of the land and that the land was transferred to and now vests in the Vidyalaya under a sanad issued by the Collector. If the above presumptions are correct, I have to request you to forward for my perusal a copy of a sanad under which the land vests in the Mahila Vidyalaya.

3. The draft trust deed and a copy of the Grant-in-aid Code received with your letter are returned herewith. They may be forwarded to me again along with your reply.

I have the honour to be,
Sir,
Your most obedient servant,

Solicitor to Government.

B.

Sminuties aplicazione

Fatte in file T 2 / 41

Bf
1.P/12
Sotto
14/12

T.O. Fisc
Mahilo
12-12-

5 7 +

No.S.42(c)171-C

Poona, 3rd ~~January~~ Feb., 1942.

From

The Director of Public Instruction, Poona.

To

The Solicitor to Government,
Legal Department,
Secretariat, Fort, Bombay.

T D Belgaum/41

Subject:- Building grant.
Mahila Vidyalaya, Belgaum.

Sir,

With reference to your letter no.10603 of 9th December, 1941, on the subject mentioned above, I have the honour to send herewith a copy of the sanad issued by the Collector of Belgaum as desired in your letter under reference.

2. The draft trust deed and the copy of the Grant-in-aid Code returned with your letter referred to above, are also sent herewith.

I have the honour to be,
S i r,
Your most obedient servant,

for ~~Director of Public~~ Instruction.

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No. 226
Sub No. 412
Branch
BOMBAY

G.B.30/1

A copy of the Sanad

To

The MAHILA VIDYALAYA MANDAL,

BELGAUM.

Whereas in consideration of the agreements having been executed on the 22nd June 1937 and 10th November 1938 by the Mahila Vidyalaya Mandal, Belgaum, a Society registered under the Societies Registration Act, 1860 (XXI of 1860), and having its registered office at Belgaum (hereinafter called "the Mandal" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) and in consideration of the Mandal having undertaken to build upon and use the piece and parcel of land more particularly described in the schedule 'A' hereunto annexed (hereinafter referred to as "the said land") for the purposes of a Girls' High School known as the Mahila Vidyalaya conducted by the Mandal, the said land has been acquired under the provisions of the Land Acquisition Act, 1894 (hereinafter called "the said Act");

AND WHEREAS the Mandal has paid to the Government of Bombay (hereinafter referred to as "Government for the cost of acquisition of the said land and possession thereof has been delivered and transferred to the Mandal;

AND WHEREAS the said land is vested in the Manda subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called "the said Code") and the rules framed thereunder from time to time.

Now, therefore, it is hereby declared that the said land is vested in the Mandal and is held by it as its property to be used in furtherance of its aims and objects which are specified below in schedule "B" annexed hereto free of all claims on the part of Government for the rent or land revenue on the following terms and conditions :-

(a) The Mandal shall -

(i) use and manage the said land and such buildings as are built thereon in the best interests of the Mandal and in furtherance of its aims and objects specified in Schedule B below:-

(ii) undertake the work of construction of the buildings and sheds as may be necessary within two years from the date of delivery of possession of the said land and complete the same within four years from such date;

(iii) maintain the discipline and general behaviour of the students and staff of the Mandal in a manner satisfactory to Government;

(iv) maintain all records of the Mandal and supply Government punctually with such statistical and other information pertaining to the Mandal as may from time to time be required by Government;

(v) give from time to time and at all times every facility to Government or to any Officer or Officers of Government deputed in this behalf to inspect and supervise the said Mandal.

(vi) allow a right of way through the said land to Mr. Mudliyar who has erected a building on part of C.T.S.No.3957/1-a-1 and to the Mohammedan public to the Darga and tomb in survey No.959-A;

(b) The Mandal shall from time to time and at all times permit Government or any officer or officers of Government deputed by Government in that behalf to inspect the said land and buildings thereon and any works of the Mandal upon the said land whether in cours of construction or otherwise (the said land, buildings and works being hereafter referred to as "the said premises") and shall furnish to Government from time to time on demand correct statements of the moneys expende

by the Mandal in the construction of the said buildings and works upon the said premises. The Mandal shall at all times keep and maintain the said premises in good order to the satisfaction of the Collector of Belgaum.

(c) In case the said premises are not used for the purpose of the Mandal as hereinbefore recited or are used for any purpose other than those specified, or in case the Mandal commits a breach of any of the conditions hereof, the said premises shall be liable to resumption by Government subject to the condition that the amount paid by the Mandal for the land hereby acquired or its value as undeveloped land at the time of resumption, whichever is less, (but excluding the cost or value of any improvements to the said land or of any structures standing on the said land) shall be paid as compensation to the Mandal. Provided however that if the said land and premises are used by the Mandal or the owner or occupier for time being of the said land and premises for purposes other than educational, the exemption of rent or land revenue shall fortwith cease and the land shall be liable to the agricultural, nonagricultural or other assessment as the case may be to which the said land may be liable under the provisions of the Bombay Land Revenu Code and the Rules thereunder and the local fund cess and to such fine as may be imposed by the Government without prejudice to the right of Government to resum the land under this clause.

Provided further that the said premises shall not be so resumed unless due notice of the breach complained of, has been given to the Mandal and the Mandal has failed to make good the breach or to compl with any direction issued by Government in this behalf, within the time specified in the said notic for compliance therewith.

(d) If at any time or times the whole or any part of the said land is in the opinion of Government required for the purpose of making any new public road or for any purpose connected with the public health or safety or for any other public purpose (as to which matter the Mandal shall accept the decision of Government as final), the Mandal, on being ~~on being~~ thereunto required by Government in writing, shall transfer to Government the whole or such part of the said premises as Government shall specify to be necessary for any of the purposes aforesaid, and in consideration of such transfer Government shall pay to the Mandal a sum at the same rate as the compensation awarded under the said Act and paid by the Mandal in respect of the whole or part of the said ~~xxxx~~ land so transferred including percentage awarded under Section 23(2) of the said Act together with such amounts as shall be estimated by the Executive Engineer, Belgaum Division, for the time being (whose decision in the matter shall be final) as the costs of development of the said land which costs shall include a proportionate share of costs of roads, wells, tanks or other kinds of water works and provisio of light and other services for the use of the Mandal that may have been constructed and also the value at the date of transfer of any structure standing thereon. Any other capital expenditure which may have been incurred after the acquisition of the said land shall be deemed to be part of the costs of the development of the said land if the said expenditure has been incurred with the approval of Government.

Schedule A.

The piece of land herein referred to, is situated in the village of Belgaum in the Belgaum Taluka and is bounded on the North by C.T.S.No.3957/1-A-6, on the South by C.T.S.No.3957/3, on the East by public road,

15

and on the West by C.T.S.No.3957/1-A-1 part and admeasures about 1 acre 18 gunthas and 25½ square yards in superficial area be the same more or less and bears C.T.S.Nos.3957/1-A-1 (part), 3957/1-A-3 and 3957/1-A-2 in the ~~xxid~~ land records.

Schedule 'B'.

The main object of the Mandal is to develop into a High School and to affiliate to the Indian Women's University the school named 'Mahila Vidyalaya, Belgaum', which is conducted at Belgaum on the lines of the Nathibai Indian Women's University for the Women's Secondary Education.

This Sanad is executed on behalf of the Governor of Bombay by the Collector of Belgaum this 12th day of December 1939.

Seal of the Collector of Belgaum.

(sd.) B.Venkatappiah,
COLLECTOR OF BELGAUM.

True copy.

B. Ahr

Secretary,
Mahila Vidyalaya Mandal, Belgaum.

17 24

This Indenture made the day One thousand Nine Hundred and Forty two between the Mahila Vidyalaya Mandal, Belgaum, a Society registered under the Societies Registration Act, 1860 (XXI of 1860), and having its registered Office at Belgaum, District Belgaum (hereinafter called the "Mandal", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Bombay (hereinafter called "The Government" which expression shall unless the context does not so admit include his successo in office and assigns) of the other part.

Whereas the Mandal has applied to the Government for a grant-in-aid in respect of the site and building for Girls' High School known as "the Mahila Vidyalaya, Belgaum", and has satisfied the Director of Public Instruction, Province of Bombay, that the building is intended for and will be devoted to educational purposes and in part to secular education, and whereas the plans, estimates and specifications for the school have been approved of by the Director of Public Instruction, Province of Bombay, and whereas by the rules in force in the Province of Bombay for regulating the application of grants made by the Government in aid of schools it is provided (inter alia) that no portion of a building grant shall be paid to the managers of a school unless and until they execute or agree to execute a trust deed as in the said rules provided, and whereas the Government has sanctioned a site and building grant of Rupees Sixteen Thousand Eight Hundred and Sixty Two (Rs.16,862/-) only in consideration of the Mandal executing the Government such conveyance and assurance as is hereinafter contained which the Mandal has agreed to do and which grant has been paid and payment of which the Mandal hereby acknowledges.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of Rupees sixteen thousand eight hundred and sixty two (Rs.16,862) only paid as aforesaid by the Government to the Mandal, the Mandal doth hereby grant convey and assign unto the Government all those said lands described

in the Schedule hereto TOGETHER with all and singular the buildings and erections now being or which may hereafter be erected thereon and all rights easements and appurtenances whatsoever usually held or occupied therewith or reputed to belong or be appurtenant thereto and all fittings and fixtures being in and belonging to or used or to be used for the said Vidyalaya And all the estate rights title interest claim and demand of the said Mandal into and upon the said premises to HOLD the said land chattles and effects and all other premises expressed to be hereby assured unto and to the use of the Government according to the nature and tenure thereof respectively AND the Mandal doth hereby for itself and its successors covenant that the Mandal hath power to grant all the said premises to the Government in manner aforesaid free from incumbrances and that the Mandal and every other person claiming through or in trust for it will at all times at the cost of the Mandal execute and do all such assurances and things for the further or better assuring the said premises to the Government as aforesaid as shall be reasonably required AND IT IS HEREBY DECLARED AND AGREED that the Government shall hold the said premises upon the trusts and to and for the intent and purposes following that is to say UPON TRUST to permit the Mandal to enter upon the said premises for the purposes and on the conditions following namely that the Mandal for the time being shall --

(1) maintain and keep at all times in good and substantial repair and condition all the buildings now being, or which may hereafter be, on the said land to the end that the same may be always efficient for use for the purposes of a school;

(2) pay all rates, charges, assessments and expenses leviable or chargeable in respect of the premises and buildings;

(3) use all the premises and buildings as and for the purposes of a public school to be devoted wholly to education and in part to secular education;

(4) manage and conduct the said school in all respects in accordance with the rules and regulations for the time being in force of the Educational Department of the Government of Bombay;

(5) keep the said school at all times open to the inspection of the Inspecting Officers of the Educational Department of the Govennment of Bombay;

(6) keep at all times the building or buildings already erected or which may hereafter be erected on the said premises (except the building or buildings in respect of which the Executive Engineer X Division has issued a certificate that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such certificate has not been cancelled by the Executive Engineer in writing) insured in the joint names of the Mandal and the Government against loss or damage by fire in a sum equal to the cost of such building or buildings including flooring but exclusive of foundation and plinths at the least in some respectable insurance office to be approved by the Government or ~~his~~ its agent for the time and regularly pay the premiums which shall become payable in respect of such insurance and whenever thereunto required so to do, produce to ~~him~~ Government the policy or policies of such insurance and the receipt for the premiums paid thereon in respect of the current year and shall apply all moneys which may be received by virtue of any such policy or policies in re-building or reinstating the premises destroyed or damaged:

X Insert name

PROVIDED ALWAYS and it is hereby declared and agreed that in the event of default being made by the Mandal in the performance of any of the conditions herein before mentioned, the aggregate amount of the building grant and all future building grants from time to time advanced by Government to the Mandal shall be repayable to Government AND for the purposes of recovering any monies so due to Government it shall be lawful for the Government to enter upon and take possession of the

said premises and all buildings, fittings and fixtures thereon and to sell and absolutely dispose of the same free from incumbrances and discharged from the trusts hereof in such manner as the Government in its absolute discretion shall see fit and apply the proceeds of such sale after payment thereout of all costs and expenses attending the same in or towards the recouping or reimbursing to the Government the monies which may as aforesaid have become repayable or due to the Government and pay the surplus, if any, to the Mandal its successors or assigns or to such other persons whom the Government may consider lawfully entitled thereto.

In witness whereof, the Secretary and the President of the Mandal for and on behalf of the Mandal, have set their hands and the common seal of the Mandal hath been hereunto affixed, and _____Esquire, Director of Public Instruction, Province of Bombay, hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay the day and year first above written.

The schedule above referred to.

Description and boundaries of Property.

The piece of land herein referred to, is situated in the village of Belgaum in the Belgaum Taluka and is bounded on the North by C.T.S.No.3957/1-A-6, on the south by C.T.S. No.3957/3, on the East by public road, and on the West by C.T.S.No.3957/1-A-1 part and admeasures A G Sq.Yds. 1- 16-35½ and bears C.T.S.Nos.3957/1-A-2 and 3957/1-A-3 and 3957/1-A-7 in the Land Records

Signed sealed and delivered
by ------- -------President and
----------1---------Secretary
respectively of the Mandal duly
authorised by a resolution passed
at a meeting held on----------,
in the presence of

Seal of the Mandal

1

Signed sealed and delivered

by----------Esqr.,

Director of Public Instruction,

Poona, on behalf of the Governor

of Bombay in the presence of

1.

2. Seal

TS

No. 1507 23

Legal Department.
Bombay Castle, 18th February 1942

From
C.C.Shah, Esquire, M.A.,LL.B.,
Solicitor to Government;

To
The Director of Public Instruction,
Poona.

Subject:-Building grant.
Mahila Vidyalaya, Belgaum.

Sir,

With reference to your letter No.S.42(c)171-C, dated the 3rd February 1942 on the subject noted above, I have the honour to append a revised draft Trust-deed in the matter. Condition (6) of the trust-deed has been revised so as to carry out the intention of Government as expressed in rule 88 read with rule 89 of the Grant-in-Aid for schools and colleges in the Province of Bombay. The last provis has been revised so as to make the repayment recoverable by entering upon the property and selling the same to that end.

The trust-deed is chargeable with a stamp duty of Rs.15, under item 18 of Government Notification, Revenue Department No.4298/33, dated the 8th January 1941. It should be executed on behalf of the Mandal

by the person duly authorised by the Rules and Regulations of the Mandal or by a resolution of the Mandal duly passed for the purpose.

The copy of the Grant-in-Aid code forwarded by you is returned herewith.

I have the honour to be,

Sir,

Your most obedient servant,

Solicitor to Government.

B.